

# What is “selling” under the California Consumer Privacy Act?

In general, any transfer or disclosure of personal information about a California consumer to a third party in exchange for consideration, regardless of whether money is exchanged, would qualify as a “sale” under CCPA.



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Does your entity “sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate” Personal Information about a California resident to another entity for “**monetary or other valuable consideration**”?

YES

## Do you disclose that Personal Information?

- At a consumer’s direction?
- To alert third party that consumer has submitted an opt-out request for sale of their Personal Information?
- As part of a merger, acquisition, bankruptcy, or other transaction which third party assumes control of all or part of the Business?
- To comply with a legal obligation?

**Valuable consideration** is a broad term that may include development, enhancement, modification, or improvement of technologies, tools, methodologies, services, and offerings, or for development or performance of data analysis or other insight-generation beyond the contracted business service.

NO

**STOP:** Your entity does not sell Personal Information under CCPA.

YES

- To a Service Provider subject to:
- Contractual restrictions that prohibit “retaining, using, or disclosing” Personal Information for any purpose other than “for the specific purpose of performing the services specified in the contract;
- A certification made by Service Provider that it understands its contractual restrictions; and
- Your company has provided sufficient notice to consumers about the sharing arrangement with Service Provider.

**NO**, then disclosure is not covered by Service Provider exception, even if made to vendor acting as a third party.

**STOP:** Your entity **sells** Personal Information under CCPA.